

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re : Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)
Debtors. : (Jointly Administered)

X

NOTICE OF PARTIAL TRANSFER OF CLAIM
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: UGF Banca S.p.A. ("Transferor")
Piazza della Costituzione, 2
40128 – Bologna
Italy
Telephone: +39 02 5185955
Email: legale.contenzioso@ugfassicurazioni.it
2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55744 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("Transferee")
745 Seventh Avenue
New York, NY 10019
Telephone: (212) 412-2865
Email: daniel.crowley@barclayscapital.com
jessica.fainman@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as Exhibit B hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee.

3. No action is required if you do not object to the partial transfer of your claim. However, **IF YOU OBJECT TO THE PARTIAL TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

-- SEND A COPY OF YOUR OBJECTION TO THE TRANSFeree

-- Refer to **INTERNAL CONTROL NO.** _____ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFeree WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.**

CLERK

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class mail, postage prepaid on _____, 2009.

INTERNAL CONTROL NO. _____

Copy: (check) Claims Agent Transferee Debtors' Attorney

Deputy Clerk

EXHIBIT A

[Proof of Claim]

Lehman Brothers Holdings Claims Processing Center
 c/o Epiq Bankruptcy Solutions, LLC
 FDR Station, P.O. Box 5076
 New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
 PROOF OF CLAIM**

Filed: USBC - Southern District of New York
 Lehman Brothers Holdings Inc., Et Al.
 08-13555 (JMP) 0000055744



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

UGF Banca S.p.A. [ON BEHALF OF ITS CLIENTS]
 Piazza della Costituzione, 2
 40128 - Bologna
 Italy

Telephone number: +39 02 51815955 Email Address: Legale.contenzioso@ugfassicurazioni.it

Name and address where payment should be sent (if different from above)

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. SEE EXHIBIT 1

Amount of Claim: \$ 552,607,016.17 (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): SEE EXHIBIT 2 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:

SEE EXHIBIT 3 (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

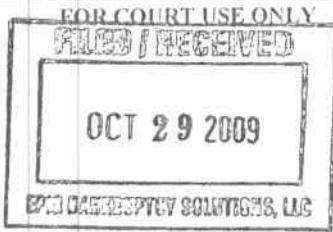
SEE EXHIBIT 4 (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
27-Oct-2009	UGF BANCA S.p.A. - Chief Executive Officer <i>Colombini Luciano</i>

SEE EXHIBIT 5

Precious
 Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).	Date and Signature: The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.
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DEFINITIONS**INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UGF BANCA S.p.A. (On behalf of its clients)

EXHIBIT 1 to the Proof of Claim - Claim amounts for each Lehman Programs Security to which the Proof of Claim relates and as evidenced in the highlighted

Source: Bloomberg

UGF BANCA S.p.A. (On behalf of its clients)

**EXHIBIT 2 to the Proof of Claim - ISINs of the Lehman
Programs Securities to which the Proof of Claim
relates**

ISIN
XS0128857413
XS0162289663
XS0176153350
XS0178969209
XS0179304869
XS0181945972
XS0183944643
XS0185655445
XS0189294225
XS0189741001
XS0193035358
XS0202417050
XS0205185456
XS0208459023
XS0210782552
XS0211093041
XS0211814123
XS0213899510
XS0224346592
XS0247679573
XS0251832662
XS0258962975
XS0268648952
XS0282937985
XS0283497005
XS0287044969
XS0296489304
XS0299929165
XS0300055547
XS0302634059
XS0304219818
XS0309156668
XS0342412284
XS0349911387
XS0356376300



UGF BANCA S.p.A. (On behalf of its clients)

**EXHIBIT 3 to the Proof of Claim - Blocking Numbers
of the Lehman Programs Securities to which the
Proof of Claim relates and as evidenced in
highlighted column**

ISIN	Depository	Account number	Blocking Reference Number
XS0128857413	Clearstream	11037	CA36395
XS0162289663	Clearstream	11037	CA37084
XS0176153350	Clearstream	11037	CA37086
XS0178969209	Clearstream	11037	CA37087
XS0179304869	Clearstream	11037	CA37088
XS0181945972	Clearstream	11037	CA37091
XS0183944643	Clearstream	11037	CA37093
XS0185655445	Clearstream	11037	CA37096
XS0189294225	Clearstream	11037	CA37098
XS0189741001	Clearstream	11037	CA37101
XS0193035358	Clearstream	11037	CA37102
XS0202417050	Clearstream	11037	CA37111
XS0205185456	Clearstream	11037	CA37114
XS0208459023	Clearstream	11037	CA37116
XS0210782552	Clearstream	11037	CA37117
XS0211093041	Clearstream	11037	CA37119
XS0211814123	Clearstream	11037	CA37121
XS0213899510	Clearstream	11037	CA37122
XS0224346592	Clearstream	11037	CA37123
XS0247679573	Clearstream	11037	CA37127
XS0251832662	Clearstream	11037	CA37129
XS0258962975	Clearstream	11037	CA37132
XS0268648952	Clearstream	11037	CA37134
XS0282937985	Clearstream	11037	CA37135
XS0283497005	Clearstream	11037	CA37138
XS0287044969	Clearstream	11037	CA37141
XS0296489304	Clearstream	11037	CA37142
XS0299929165	Clearstream	11037	CA37144
XS0300055547	Clearstream	11037	CA37156
XS0302634059	Clearstream	11037	CA37302
XS0304219818	Clearstream	11037	CA37326
XS0309156668	Clearstream	11037	CA37425
XS0342412284	Clearstream	11037	CA37428
XS0349911387	Clearstream	11037	CA37429
XS0356376300	Clearstream	11037	CA37432



UGF BANCA S.p.A. (On behalf of its clients)

EXHIBIT 4 to the Proof of Claim - Account Numbers related
to the Lehman Programs Securities to which the Proof of
Claim relates and as evidenced in the highlighted column

ISIN	Depository	Account number
XS0128857413	Clearstream	11037
XS0162289663	Clearstream	11037
XS0176153350	Clearstream	11037
XS0178969209	Clearstream	11037
XS0179304869	Clearstream	11037
XS0181945972	Clearstream	11037
XS0183944643	Clearstream	11037
XS0185655445	Clearstream	11037
XS0189294225	Clearstream	11037
XS0189741001	Clearstream	11037
XS0193035358	Clearstream	11037
XS0202417050	Clearstream	11037
XS0205185456	Clearstream	11037
XS0208459023	Clearstream	11037
XS0210782552	Clearstream	11037
XS0211093041	Clearstream	11037
XS0211814123	Clearstream	11037
XS0213899510	Clearstream	11037
XS0224346592	Clearstream	11037
XS0247679573	Clearstream	11037
XS0251832662	Clearstream	11037
XS0258962975	Clearstream	11037
XS0268648952	Clearstream	11037
XS0282937985	Clearstream	11037
XS0283497005	Clearstream	11037
XS0287044969	Clearstream	11037
XS0296489304	Clearstream	11037
XS0299929165	Clearstream	11037
XS0300055547	Clearstream	11037
XS0302634059	Clearstream	11037
XS0304219818	Clearstream	11037
XS0309156668	Clearstream	11037
XS0342412284	Clearstream	11037
XS0349911387	Clearstream	11037
XS0356376300	Clearstream	11037





FIRME SOCIALI

Consiglio di Amministrazione

STEFANINI Pierluigi
Presidente

Pierluigi Stefanini

PL

COFFARI Gilberto
Vice Presidente

Gilberto Coffari

Direzione Generale ():*

COLOMBINI Luciano
Direttore Generale

Luciano Colombini

COLOMBERA Fabio
Vice Direttore Generale

Fabio Colombera

JF

ALBERTAZZI Gianluca
Responsabile Concessione Crediti

Gianluca Albertazzi
GA

CAVALLI Stefano
Responsabile Funzione Segmento Retail

Stefano Cavalli
SC

DE SANTIS Stefano
Responsabile Funzione Legale, Societario e
Compliance

Stefano De Santis

DI IORIO Pasquale
Responsabile Organizzazione e IT

Pasquale Di Iorio

16.08.2009

8 (*)-Abilitati alla firma per la Direzione Generale e per tutte le dipendenze: 05/08/2009



Direzione Generale (*):

LANZONI Romeo
Dirigente

A handwritten signature consisting of the name 'Romeo Lanzoni' above a date '10/07/2009'.

MASCANZONI Gianfranco
Direttore Crediti

A handwritten signature consisting of the name 'Gianfranco Mascanzoni' above a date '10/07/2009'.

PAOLETTI Beatrice
Responsabile Amministrazione e Bilancio

A handwritten signature consisting of the name 'Beatrice Paoletti' above a date '10/07/2009'.

TAGNOCHETTI Dario
Dirigente

A handwritten signature consisting of the name 'Dario Tagnochetti' above a date '10/07/2009'.

TRIFIRO' Carlo
Responsabile Programmazione e Controllo di Gestione

A handwritten signature consisting of the name 'Carlo Trifiro'' above a date '10/07/2009'.

VITALE Giacomo
Vice Direttore Commerciale

A handwritten signature consisting of the name 'Giacomo Vitale' above a date '10/07/2009'.

BONAVITA Saverio
Responsabile Finanza

A handwritten signature consisting of the name 'Saverio Bonavita' above a date '10/07/2009'.

GORLANI Pietro
Responsabile Risk Management

A handwritten signature consisting of the name 'Pietro Gorlani' above a date '10/07/2009'.

TESTINI Loredana
Responsabile Personale

A handwritten signature consisting of the name 'Loredana Testini' above a date '10/07/2009'.



Direzione Generale (*):

ALIBERTI Paolo
Quadro Direttivo 4° Livello

A handwritten signature of 'Paolo Aliberti' in black ink.

ARMO' PIRRONE Ugo
Quadro Direttivo 4° Livello

A handwritten signature of 'Ugo Armo' Pirrone' in black ink.

BADALI Marco
Quadro Direttivo 4° Livello

A handwritten signature of 'Marco Badali' in black ink.

BAGNOLINI Moreno
Quadro Direttivo 4° Livello

A handwritten signature of 'Moreno Bagnolini' in black ink.

BARONCINI Felice
Quadro Direttivo 4° Livello

A handwritten signature of 'Felice Baroncini' in black ink.

BEONI Ferruccio
Quadro Direttivo 4° Livello

A handwritten signature of 'Ferruccio Beoni' in black ink.

BETTELLI Marco
Quadro Direttivo 4° Livello

A handwritten signature of 'Marco Bettelli' in black ink.

BICCHECCHI Mauro
Quadro Direttivo 4° Livello

A handwritten signature of 'Mauro Bicchecchi' in black ink.

BIRELLO Brenda
Quadro Direttivo 4° Livello

A handwritten signature of 'Brenda Birello' in black ink.



Direzione Generale (*):

BONOMINI Giorgio
Quadro Direttivo 4° Livello
Area Finanza

Giorgio Bonomini GB

BRUSCHI Gianfranco
Quadro Direttivo 4° Livello

Gianfranco Bruschi GB

BUX Alessandro
Quadro Direttivo 4° Livello

Alessandro Bux AB

CASAGRANDE Claudio
Quadro Direttivo 4° Livello

Claudio Casagrande CG

CAVALIERI Antonella
Quadro Direttivo 4° Livello
Area Amministrazione

Antonella Cavaliere AC

CAVANNA Marinella
Quadro Direttivo 4° Livello

Marinella Cavanha

CLAPCI Alberto
Quadro Direttivo 4° Livello

Alberto Clapci Mag.

COCCHI Alessandro
Quadro Direttivo 4° Livello

Alessandro Cocchi AC

COMINI Emanuele
Quadro Direttivo 4° Livello

Emanuele Comini EC

11(*) -Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

01/10/2009



Direzione Generale (*):

COVA Enrico
Quadro Direttivo 4° Livello

CRIVELLI Nicoletta
Quadro Direttivo 4° Livello

D'ARRIGO Lucio
Quadro Direttivo 4° Livello

DELLACROCE Alessandro
Quadro Direttivo 4° Livello

DEPOLITI Stefano
Quadro Direttivo 4° Livello

DE SIMONE Vincenzo
Quadro Direttivo 4° Livello

FALANGA PERI Roberto
Quadro Direttivo 4° Livello

FANTUZZI Mauro
Quadro Direttivo 4° Livello

FIOCCHI Michele
Quadro Direttivo 4° Livello



Direzione Generale (*):

FORNASIER Luca
Quadro Direttivo 4° Livello

FRAZZONI Rita
Quadro Direttivo 4° Livello

GALLERANI Stefano
Quadro Direttivo 4° Livello

GAMBERI Lorenzo
Quadro Direttivo 4° Livello

GHEDUZZI Andrea
Quadro Direttivo 4° Livello

GIOSCIA Leonardo
Quadro Direttivo 4° Livello

GRAZIANI Andrea
Quadro Direttivo 4° Livello

GUIDI Cesare
Quadro Direttivo 4° Livello

IZZO Roberto
Quadro Direttivo 4° Livello



Direzione Generale (*):

LARI Alberto
Quadro Direttivo 4° Livello Area Finanza

LEONARDI Andrea
Quadro Direttivo 4° Livello

LEONARDI Giovanni
Quadro Direttivo 4° Livello

LEPRETTI Maddalena
Quadro Direttivo 4° Livello

LIVI Luca Giuseppe
Quadro Direttivo 4° Livello

LUPPI Pier Angela
Quadro Direttivo 4° Livello

MANDRIOLI Carlo
Quadro Direttivo 4° Livello

MARCHI Andrea
Quadro Direttivo 4° Livello

MONTEVECCHI Renato
Quadro Direttivo 4° Livello

MORGAGNI Pieruigi
Quadro Direttivo 4° Livello



Direzione Generale (*):

NATALI Salvatore
Quadro Direttivo 4° Livello

NOBILE Mauro
Quadro Direttivo 4° Livello

PAPALE Maurizio
Quadro Direttivo 4° Livello

PIEDIGROTTA Natale
Quadro Direttivo 4° Livello

QUERCIOLI Mauro
Quadro Direttivo 4° Livello

RAGUSA Santi
Quadro Direttivo 4° Livello

RIBATTI Elisabetta
Quadro Direttivo 4° Livello

SANTONOCITO Giovanni
Quadro Direttivo 4° Livello

SCARAMAGLI Mauro
Quadro Direttivo 4° Livello



Direzione Generale (*):

SCASSEDDU Mauro
Quadro Direttivo 4° Livello

A handwritten signature consisting of three stylized, cursive letters: 'M', 'W', and 'W'.

SERRA Franco
Quadro Direttivo 4° Livello Area Finanza

A handwritten signature that appears to read 'Franco Serra SF'.

TAGLIONI Massimo
Quadro Direttivo 4° Livello
Area Back Office

A handwritten signature consisting of the name 'Massimo Taglioni' followed by a stylized 'd'.

TALEVI Claudia
Quadro Direttivo 4° Livello

A handwritten signature consisting of the name 'Claudia Talevi' followed by a stylized 'd'.

TEODORI Paolo
Quadro Direttivo 4° Livello

A handwritten signature consisting of the name 'Paolo Teodori' followed by a stylized 'd'.

TESTONI Gian Guido
Quadro Direttivo 4° Livello

A handwritten signature consisting of the name 'Gian Guido Testoni' followed by a stylized 'd'.

TOMASI Maurizio
Quadro Direttivo 4° Livello

A handwritten signature consisting of the name 'Maurizio Tomasi' followed by a stylized 'd'.

VICENZI Michele
Quadro Direttivo 4° Livello

A handwritten signature consisting of the name 'Michele Vicenzi' followed by a stylized 'd'.

ZUCCHINI Claudio
Quadro Direttivo 4° Livello

A handwritten signature consisting of the name 'Claudio Zucchini' followed by a stylized 'd'.



Direzione Generale (*):

AMBROSIO Italo Luigi
Quadro Direttivo 3° Livello

A handwritten signature consisting of stylized initials and a surname.

ATTANASIO Alfonso
Quadro Direttivo 3° Livello

A handwritten signature consisting of initials and a surname.

BACCAN Gianni
Quadro Direttivo 3° Livello

A handwritten signature consisting of a first name and a surname.

BERGAMINI Marco
Quadro Direttivo 3° Livello

A handwritten signature consisting of a first name and a surname.

BOZZI Tonino
Quadro Direttivo 3° Livello

A handwritten signature consisting of a first name and a surname.

BUDA Pascale
Quadro Direttivo 3° Livello

A handwritten signature consisting of a first name and a surname.

DEPINO Stefano
Quadro Direttivo 3° Livello

A handwritten signature consisting of a first name and a surname.

DE PALMA Emilio
Quadro Direttivo 3° Livello

A handwritten signature consisting of a first name and a surname.

FINI Marco
Quadro Direttivo 3° Livello

A handwritten signature consisting of a first name and a surname.



Direzione Generale (*):

FORNI Fausto
Quadro Direttivo 3° Livello

FOTI Domenico
Quadro Direttivo 3° Livello

LAMBERTINI Andrea
Quadro Direttivo 3° Livello

MAINI Ivano
Quadro Direttivo 3° Livello
Area Amministrazione

MARRACCINI Alberto
Quadro Direttivo 3° Livello

MASOTTI Alessandra
Quadro Direttivo 3° Livello

MAZZOTTI Mirella
Quadro Direttivo 3° Livello

MUSOLESI Barbara
Quadro Direttivo 3° Livello

PASCALE GUIDOTTI MAGNANI Fabrizio
Quadro Direttivo 3° Livello
Area Back Office



Direzione Generale (*):

PATRIARCA Almerindo
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Almerindo Patriarca".

ROCCA Sandra
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Sandra Rocca".

ROMANO Giovanni
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Giovanni Romano".

ROSSI Paolo
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Paolo Rossi".

SENATORE Sergio
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Sergio Senatore".

SOFFRITTI Daniele
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Daniele Soffritti".

SPAMPINATO Filippo Luigi
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Filippo Spampinato".

STANZANI Mauro
Quadro Direttivo 3° Livello

A handwritten signature in black ink, appearing to read "Mauro Stanzani".

TOLOMELLI Armando
Quadro Direttivo 3° Livello
Area Finanza

A handwritten signature in black ink, appearing to read "Armando Tolomelli".



Direzione Generale (*):

VANNINI Paolo
Quadro Direttivo 3° Livello
Area Amministrazione

ZOCCO Antonino
Quadro Direttivo 3° Livello

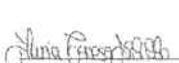
Per la Funzione Mutui e Crediti Speciali

RIGHI Piero



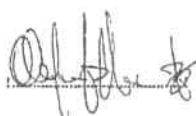
Per la Funzione Segreteria Fidi, Garanzie e Anagrafe Generale:

MELILLO Maria Teresa

Per la Funzione Back Office Estero

BERNARDONI Alessandro



Per la Funzione Asset Management Risparmio Gestito

BOLOGNINI Gianluca

CAVANI Filippo

GALLETTI Luca



Direzione Generale (*):

LANDI Valeria

Valeria Landi

VL

MERLI Silvia

Silvia Merli

SM

ORLANDO Francesca

Francesca Orlando

FO

ZAVALLONI Maurizio

Maurizio Zavalloni

MZ

Per la Funzione Raccolta Ordini Negoziazione

FABBRI Alberto

Alberto Fabbri

MONARI Giovanni

Giovanni Monari

GM

SERRA Gianluca

Gianluca Serra

GS

SGATTI Alessandro

Alessandro SGATTI

ZEN Marco

Marco Zen

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Neal K. Dickey
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EXHIBIT B

[Executed Evidence of Transfer of Claim]

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, UGF Banca S.p.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Barclays Bank PLC** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the **applicable claim** specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest (and the right, title and interest of Unipol Gruppo Finanziario S.p.A. ("Holdings") and UGF Assicurazioni S.p.A. (formerly known as Unipol Assicurazioni S.p.A.) ("Assicurazioni"), if any) in and to Proof of Claim Number **55744** filed by **UGF Banca S.p.A. on behalf of its clients** (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller (and the rights and benefits of Holdings and Assicurazioni, if any) relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever (all of the foregoing, "Claims"), whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest (and the right, title and interest of Holdings and Assicurazioni, if any) in, to and under the transfer agreements, if any, under which Seller (or Holdings or Assicurazioni) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim asserts valid Claims against the Debtor and the Proof of Claim was duly, validly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims and the Proof of Claim, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller was duly authorized and empowered to execute and file the Proof of Claim and is duly authorized to perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller and Assicurazioni are each wholly owned subsidiaries of Holdings; (g) Holdings and Assicurazioni are each clients of the Seller with respect to the Purchased Securities; (h) Seller acted as custodian for its clients, Holdings and Assicurazioni, in accordance with a duly executed and valid custody agreement (the "Custody Agreement") when Seller filed the Proof of Claim; (i) Seller has provided Purchaser with a true and correct copy of the Custody Agreement; (j) Seller is authorized to transfer, and pursuant to this Agreement and Evidence of Transfer of Claim is transferring, whatever right, title and interest each of Holdings and/or Assicurazioni may have to the Proof of Claim and the Transferred Claims; (k) Seller, Holdings and/or Assicurazioni is/are the record and beneficial holder(s) of each of the Purchased Securities; (l) neither the Seller nor any of its affiliates (including, without limitation, Holdings and Assicurazioni) has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (m) all amounts due and owing in respect of each Purchased Security have been declared due and payable in accordance with the terms of one or more agreements or instruments relating to any such Purchased Security.

3. Seller, on behalf of itself and its affiliates (including, without limitation, Holdings and Assicurazioni), hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller, on behalf of itself and its affiliates (including, without limitation, Holdings and Assicurazioni), acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller or its affiliates (including, without limitation, Holdings and Assicurazioni). Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall (and will cause Holdings and Assicurazioni to) promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller (or Holdings and/or Assicurazioni) in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller, on behalf of itself and its affiliates (including, without limitation, Holdings and Assicurazioni), and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

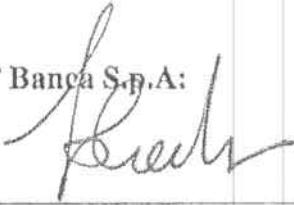
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 7th day of May 2010.

Barclays Bank PLC

By: 
Name: Daniel Crowley
Title: Managing Director

745 Seventh Ave
New York, NY 10019

UGF Banca S.p.A:

By: 
Name: Colombini Luciano
Title: Chief Executive Officer

Piazza della Costituzione, 2
40128 Bologna, Italy

Schedule 1

Purchased Claim
Transferred Claims

100% of the XS0283497005 claim having a principal/notional amount of USD 14,243,000 reflected in the Proof of Claim as of October 29, 2009.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Euro 10,000,000 Lehman Brother Treasury co BV CMS linked Notes due January 2017	ISIN: XS0283497005	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 14,243,000	CMS linked	January 31, 2017	UDS 14,637,000.42